case seems even more questionable. Since they are unofficial statements, their hearsay element renders them less trustworthy, and their contents are neither matters of general notoriety nor of general public interest. Such reports are often made admissible evidence by statute. See, for example, INDIANA ACTS, 1907, ch. 241, § 5. But hearings before administrative boards are conducted under more liberal rules. See *Interstate Com. Comm.* v. *Baird*, 194 U. S. 25, 44, 24 Sup. Ct. 563, 569; *Cincinnati, H. & D. R. Co.* v. *Interstate Com. Comm.*, 206 U. S. 142, 149, 27 Sup. Ct. 648, 651. In general, even here, information gleaned outside a particular hearing may not be used to support the finding in that hearing. *Atlantic, C. L. R. Co.* v. *Interstate Com. Comm.*, 194 Fed. 449. See *United States* v. *Baltimore & O. S. W. Ry. Co.*, 226 U. S. 14, 20, 33 Sup. Ct. 5, 6; *Interstate Com. Comm.* v. *Louisville & Nashville R. Co.*, 227 U. S. 88, 93, 33 Sup. Ct. 185, 187. But this requirement seems to be merely to insure fairness, and nothing unfair appears in taking judicial notice of the contents of public records provided for the very purpose of informing the commission, and open to the use of all concerned.

GOOD WILL — SOLICITATION OF CUSTOMERS AFTER INVOLUNTARY SALE OF GOOD WILL. — The defendant was a member of a partnership in the boot trade which made an assignment for the benefit of creditors. The assignee sold the business with the good will to the plaintiff. The defendant later in the employment of another firm solicited the trade of his former customers. *Held*, that the defendant will not be enjoined. *Green & Sons* v. *Morris*, Weekly Notes 65 (Eng. Ch. Div., Feb. 6, 1914).

For a discussion of the question here raised, see this issue, p. 670.

HUSBAND AND WIFE — CONTRACTS BETWEEN HUSBAND AND WIFE — VALIDITY OF SEPARATION AGREEMENTS. — A husband and wife, living apart, made an agreement under seal with a trustee by which the husband promised, in contemplation of a reconciliation, to pay the wife a weekly allowance; and in the event of a future separation because of his drinking or cruelty, he agreed to pay for her comfortable maintenance. *Held*, that the agreement is valid. *Terkelsen* v. *Peterson*, 104 N. E. 351 (Mass.).

The Massachusetts court has held that a note given the wife by her husband in consideration of the resumption of the marital relation is void on the ground that it is against public policy for money to have influence in such a matter. *Merrill* v. *Peaslee*, 146 Mass. 460, 16 N. E. 271. *Contra*, *Barbour* v. *Barbour*, 49 N. J. Eq. 429, 24 Atl. 227; *Burkholder's Appeal*, 105 Pa. 31. As the court points out, however, the arrangement here is fixing a sum for the support of the wife, due her from him, and not a payment for her return. The stipulation for support in the contingency of fresh separation is more troublesome. A separation agreement to take effect immediately, or made when separation has occurred, is valid. *Clark* v. *Fosdick*, 118 N. Y. 7, 22 N. E. 1111; *Henderson* v. *Henderson*, 37 Ore. 141, 60 Pac. 597. But an agreement for a future separation is held void. *Hindley* v. *Westmeath*, 6 B. & C. 200. In the principal case the contingencies on which separation might occur, drinking and cruelty, would be grounds for divorce. This might well weigh in favor of the agreement, although it is to be remembered that courts wish to keep divorce matters in their own hands. *Harrison* v. *Harrison*, [1910] 1 K. B. 35. The court also says that the agreement is for payment after separation, and not for separation; but this distinction seems invalid and is not supported by the cases. On the whole the agreement here is certainly more in favor of the marriage relation than against it, and the court has justly held it valid. *Hite* v. *Hite*, 136 Ky. 529, 124 S. W. 815.

INJUNCTIONS — ACTS RESTRAINED — ILLEGAL CLAIM TO PUBLIC OFFICE. — The office held by the plaintiff was illegally declared vacant and a successor

appointed. The plaintiff, in possession, seeks to enjoin the appointee from taking the oath of office and the county clerk from administering it. *Held*, that the injunction will not issue. *Price* v. *Collins*, 89 Atl. 383 (Md.).

To oust one wrongfully in possession of an office, proceedings in *quo warranto* afford an adequate remedy at law. *The King* v. *The Mayor of Colchester*, 2 T. R. 259. Consequently an injunction will not issue for this purpose. *Arnold* v. *Henry*, 155 Mo. 48, 55 S. W. 1089; *Hurlo* v. *Hahn*, 75 Wis. 468, 44 N. W. 507. But *quo warranto* is not available to protect one actually in possession against wrongful claimants. *The King* v. *Whitwell*, 5 T. R. 85; *Osgood* v. *Jones*, 60 N. H. 282. Furthermore, neither a writ of mandamus nor a writ of prohibition will issue, since the former is solely affirmative, and the latter is only available to restrain the wrongful exercise of judicial functions. *People* v. *Ferris*, 76 N. Y. 326; *State* v. *Justices*, 41 Mo. 44. One in possession, however, may merely refuse to relinquish his possession. *Coleman* v. *Glen*, 103 Ga. 458, 30 S. E. 297. His acts will be valid as a *de facto*, if not *de jure*, public officer. *State* v. *Williams*, 5 Wis. 308. Whether, if the later appointee should wrongfully turn the plaintiff out, the latter could recover the emoluments of the office, has not been decided in Maryland. The better view would allow such recovery. *Mayor* v. *Woodward*, 12 Heisk. (Tenn.) 499, 79 Me. 484, 10 Atl. 458 (and see note, 10 Am. St. Rep. 284). The weight of authority indeed is *contra*. *Commissioners* v. *Andrews*, 20 Kan. 298. But for the purposes of this case an adequate protection at law for such rights may be assumed. The mere right to public office is solely political, and not a property right, even in the broad sense of substantial rights. *Taylor* v. *Beckham*, 178 U. S. 548, 20 Sup. Ct. 1009. In general, equity concerns itself only with the protection of rights of the latter class. So that illegal proceedings for an officer's removal, or, as in the principal case, the appointment and qualification of his successor, which only cloud the rightful incumbent's title to the office, will not be enjoined. *White* v. *Berry*, 171 U. S. 366, 18 Sup. Ct. 917; *People* v. *District Court*, 29 Colo. 277, 68 Pac. 224. On the other hand, if a substantial injury is threatened, as by a physical interference with the possession of property, equity will enjoin it as any other trespass is enjoined. *Huntington* v. *Cast*, 149 Ind. 255, 48 N. E. 1025; *Brady* v. *Sweetland*, 13 Kan. 41. *Contra*, *State* v. *Seehon*, 143 Mo. App. 182, 128 S. W. 250. The right to such an injunction is dependent solely on possession, irrespective of title, and it will issue as well for an officer *de facto* as *de jure*. *State* v. *Superior Court*, 17 Wash. 12, 48 Pac. 741. And from a policy of securing the orderly administration of public affairs, equity often acts after a threat of merely nominal interference. *Seneca Nation* v. *Jimeson*, 62 N. Y. Misc. 91, 114 N. Y. Supp. 401. But the principal case is clearly correct, since there was no threat of interference whatever.

INSURANCE — EMPLOYER'S LIABILITY INSURANCE — LIABILITY OF INSURER FOR EXPENSE INCURRED BY EMPLOYER IN DEFENSE OF A CLAIM BY AN INJURED EMPLOYEE. — An insurance company insured an employer against liability to any employee up to $1500, — the company to have the option to defend any actions brought. An injured employee offered to settle for $1500, but the company chose to defend, and a verdict for $6000 resulted. On the company's refusal, the insured appealed at his own expense, and the complaint was dismissed. The insured then sued the company for the expenses of the appeal, $2211, and was permitted to recover. *Brassil* v. *Maryland Casualty Co.*, N. Y. L. J. 2791.

The court negatived the existence of any express or implied duty to appeal, arising from the contract, or any general duty that the insurance company must always appeal whenever they defend. But it held that in the peculiar circumstances, where the insurance company, by refusing to compromise, throws on the insured the risk of a verdict larger than the indemnity contracted for,